CONTRACT

State of Vermont

Buildings and General Services Office of Purchasing & Contracting 10 Baldwin St Montpelier VT 05633-7501 USA

> Vendor ID 0000014248 Trimble Navigation Ltd Attn Government Sales 5475 Kellenburger Road Dayton OH 45424-1099 USA



Contract ID		Page		
000000000000000000000000000000000000000	00000013546	1 of 2		
Contract Dates		Origin		
07/10/2008 to 0	2/14/2010	CPŠ		
Description:		Contract Maximum		
CPS - TRIMBLE GPS EQUIPMENT		\$999,999,999.99		
Buyer Name	Buyer Phone	Contract Status		
McIntvre.John	-	Approved		

Phone #:

Line # Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
1	TRIMBLE GPS EQUIPMENT, TRIMBLE NAVIGATION GPS PRODUCTS INCLUDING GLOBAL POSITION SYSTEMS, SURVEYING EQUIPMENT AND RELATED SERVICES, TRAINING AND SUPPORT. PRICING IS PER GSA CONTRACT # GS-07F-5588P	EA	0.01000	0.00	0.00

CONTRACT TERMS AND ADDITIONAL INFORMATION

SCOPE: TO SUPPLY TRIMBLE NAVIGATION GPS PRODUCTS TO STATE AGENCIES AND POLITICAL SUBDIVISIONS.

CONTRACT TERMS AND ADDITIONAL INFORMATION

THIS CONTRACT IS WRITTEN FOR A PERIOD OF 8 MONTHS WITH AN OPTION TO RENEW FOR THREE ADDITIONAL 12 MONTH PERIODS PROVIDED A GSA CONTRACT IS IN EFFECT, IF THE GSA CONTRACT GS-07F-5588P ON WHICH THIS CONTRACT IS BASED IS CANCELED FOR ANY REASON, THEN THIS CONTRACT WILL ALSO BE CANCELED. THIS CONTRACT IS WRITTEN UNDER THE PROVISIONS OF VSA TITLE 29, CHAPTER 49, PARAGRAPH 903A.

QUANTITY: THE ANNUAL VALUE AND QUANTITIES ARE ESTIMATED ONLY BASED ON PRIOR USAGE; ACTUAL PURCHASES MAY BE HIGHER OR LOWER DEPENDING ON THE STATE'S NEEDS.

DELIVERY: LIABILITY FOR PRODUCT DELIVERY REMAINS WITH THE CONTRACTOR UNTIL THE PRODUCT IS PROPERLY DELIVERED AND SIGNED FOR IN ACCORDANCE WITH THE OFFICE OF PURCHASING & CONTRACTING TERMS AND CONDITIONS. SHIPMENTS SHALL BE SECURELY AND PROPERLY PACKED, ACCORDING TO ACCEPTED COMMERCIAL PRACTICES, WITHOUT EXTRA CHARGE FOR PACKING CASES OR OTHER CONTAINERS. SUCH CONTAINERS WILL REMAIN THE PROPERTY OF THE STATE UNLESS OTHERWISE STATED. DELIVERED GOODS THAT DO NOT CONFORM TO THE SPECIFICATIONS OR ARE NOT IN GOOD CONDITION UPON RECEIPT SHALL BE REPLACED PROMPTLY BY THE CONTRACTOR.

PRICING: ALL EQUIPMENT PRICING IS TO INCLUDE F.O.B. DELIVERY TO THE ORDERING FACILITY. NO REQUEST FOR EXTRA DELIVERY COST WILL BE HONORED. ALL EQUIPMENT SHALL BE DELIVERED ASSEMBLED, SERVICED, OILED, AND READY FOR IMMEDIATE USE, UNLESS OTHERWISE REQUESTED BY THE PURCHASING AGENCY.

QUALITY: ALL PRODUCTS PROVIDED UNDER THESE AGREEMENTS WILL BE NEW AND UNUSED, UNLESS OTHERWISE STATED. FACTORY SECONDS OR REMANUFACTURED PRODUCTS WILL NOT BE ACCEPTED UNLESS SPECIFICALLY REQUESTED BY THE PURCHASING AGENCY. ALL PRODUCTS PROVIDED BY THE CONTRACTOR MUST MEET ALL FEDERAL, STATE, AND LOCAL STANDARDS FOR QUALITY AND SAFETY REQUIREMENTS. PRODUCTS NOT MEETING THESE STANDARDS WILL BE DEEMED UNACCEPTABLE AND RETURNED TO THE CONTRACTOR FOR CREDIT AT NO CHARGE TO THE STATE.

METHOD OF ORDERING: PURCHASE ORDERS MUST BE USED TO ORDER ITEMS AVAILABLE UNDER THIS CONTRACT. IF VERBAL ORDERS ARE GIVEN A CONFIRMING PURCHASE ORDER MUST BE ISSUED.

INVOICING: ALL INVOICES ARE TO BE RENDERED BY THE CONTRACTOR ON THE VENDOR'S STANDARD BILLHEAD AND FORWARDED DIRECTLY TO THE INSTITUTION OR AGENCY ORDERING MATERIALS OR SERVICES AND SHALL SPECIFY THE ADDRESS TO WHICH PAYMENTS WILL BE SENT.

CANCELLATION: THE STATE SPECIFICALLY RESERVES THE RIGHT TO CANCEL THE CONTRACT, OR ANY PORTION THEREOF, IF, IN THE OPINION OF ITS COMMISSIONER OF BUILDINGS AND GENERAL SERVICES, THE SERVICES OR MATERIALS SUPPLIED BY THE CONTRACTOR ARE NOT SATISFACTORY OR ARE NOT CONSISTENT WITH THE TERMS OF THE CONTRACT

DEFAULT: IN CASE OF DEFAULT OF THE CONTRACTOR, THE STATE MAY PROCURE THE MATERIALS OR SUPPLIES FROM OTHER SOURCES AND HOLD THE CONTRACTOR RESPONSIBLE FOR ANY EXCESS COST OCCASIONED THEREBY, PROVIDED, THAT IF PUBLIC NECESSITY REQUIRES THE USE OF MATERIALS OR SUPPLIES NOT CONFORMING TO THE SPECIFICATIONS THEY MAY BE ACCEPTED AND PAYMENT THEREFORE SHALL BE MADE AT A PROPER REDUCTION IN PRICE.

STATE OF VERMONT STANDARD STATE CONTRACT PROVISIONS: COMMODITY PURCHASES DATED JUNE 1, 2008 ARE ATTACHED AND INCORPORATED AS PART OF THIS CONTRACT.

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Phone #:

							Unit	Max	Max
Line #	Item ID	Item De	esc			UOM	Price	Qty	Amt
VERMO	ONT STATE	COLLEGES: TH	IS CONTRAC	CT IS ALSO AVAILABL	E FOR USE BY 1	THE UNIVERSIT	Y OF VERMON	AND THE VERM	/IONT
STATE	COLLEGES	SINC., A SEPARA	ATE CORPO	RATION, HAVING UNI	DER ITS JURISDI	ICTION CASTLE	TON STATE CO	LLEGE, JOHNSO	ON
STATE	COLLEGE,	LYNDON STATE	COLLEGE,	COMMUNITY COLLEC	GE OF VERMONT	Γ, AND THE VEF	RMONT TECHNI	CAL COLLEGE.	

TOWNS AND SCHOOLS OF THE STATE OF VERMONT: AT THE BIDDER'S ELECTION POLITICAL SUBDIVISIONS AND INDEPENDENT COLLEGES OF THE STATE MAY PARTICIPATE IN STATE CONTRACTS AT THE SAME PRICES, TERMS AND CONDITIONS. ITEMS FURNISHED TO POLITICAL SUBDIVISIONS AND INDEPENDENT COLLEGES WILL BE BILLED DIRECTLY TO AND PAID FOR BY THE POLITICAL SUBDIVISIONS OR INDEPENDENT COLLEGES AND NEITHER THE STATE NOR ITS COMMISSIONER OF BUILDINGS AND GENERAL SERVICES PERSONALLY OR OFFICIALLY ASSUMES ANY RESPONSIBILITY FOR THESE PAYMENTS.

CUSTOMER SATISFACTION SURVEY: TO HELP US UNDERSTAND HOW WE CAN BETTER SERVE YOU, WE ARE INTERESTED IN RECEIVING YOUR COMMENTS REGARDING THE QUALITY OF SERVICE YOU RECEIVED IN YOUR MOST RECENT INTERACTION WITH THE DEPARTMENT OF BUILDINGS & GENERAL SERVICES (BGS). PLEASE COMPLETE THE ON-LINE CUSTOMER COMMENT FORM AT: http://www.bgs.state.vt.us/forms/bgs_surveys/index.php?type=customer&action=customer

SALES INFORMATION

- > GPS MAPPING AND GIS PRODUCTS: JASON HOOTEN 317-501-9564
- > GPS SURVEY: KEN SLAUGENHOUPT 716-754-1100 EMAIL ADDRESS; STATE_SALES@TRIMBLE.COM
- > CONSTRUCTION PRODUCTS: JACK FAHEY 603-581-2297

PLEASE REFER TO THE ASSIGNED CONTRACT NUMBER / PURCHASE ORDER # ON ALL CORRESPONDENCE, DELIVERY DOCUMENTS, AND INVOICES.

PURCHASE CARD - THE CONTRACTOR AGREES TO ACCEPT THE VISA PURCHASE CARD AS A FORM OF PAYMENT.

02/13/2009- THIS AMENDMENT IS ISSUED TO EXTEND THE CURRENT CONTRACT FOR 1 YEAR. THE NEW EXPIRATION DATE IS FEBRUARY 14, 2010 THIS EXTENSION IS MADE UNDER THE SAME PRICING, TERMS, AND CONDITIONS. THIS IS THE FIRST EXTENSION OF THIS CONTRACT AND TWO ADDITIONAL ONE YEAR EXTENSION REMAIN AVAILABLE.

WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT

By the STATE of VERMONT	By the CONTRACTOR
Date:	Date:
Signature:	Signature:
Name:	Name:
Title:	Title:
Email:	Email: